

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/23/2012

Action Requested By:
ITS

Agenda Item Type
Select...

Subject Matter:

Agreement between COH and Traveller

Exact Wording for the Agenda:

Agreement for Tower Attachment and Wireless Broadband Communication Services Between the City of Huntsville, Alabama and Traveller Multimedia Network LLC

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

In consideration for leasing space described herein to Traveller at the Burritt Mountain Site, Traveller will provide the City with wireless broadband network services at no cost or charge to City except as identified herein. Entering into this Agreement will benefit the public and City by saving money otherwise paid for such wireless network coverage; and, thereby offset the costs associated with the tower.

Associated Cost: N/A

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:



Date:

02/09/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **ITS**

Council Meeting Date: **2/23/2012**

Department Contact: **Betty Hughes**

Phone # **427-6714**

Contract or Agreement: **Agreement**

Document Name: **COH/Traveller Tower Attachment & Wireless Broadband Comm. Svcs.**

City Obligation Amount: **-0-**

Total Project Budget: **-0-**

Uncommitted Account Balance: **-0-**

Account Number: **N/A**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Wayne S. Spinks</i>	02/09/12
2) Legal	<i>Wayne C. Cotes</i>	02/15/12
3) Finance	<i>[Signature]</i>	2/10
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement for Tower Attachment and Wireless Broadband Communication Services, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement For Tower Attachment And Wireless Broadband Communication Services between the City of Huntsville, Alabama and Traveller Multimedia Network LLC" consisting of nineteen (19) pages plus twenty-three (23) additional pages consisting of Exhibits "A thru F-1", attached thereto and the date of February 23, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of February, 2012

President of the City Council
City of Huntsville, Alabama

APPROVED this 23rd day of February, 2012

Mayor of the City of Huntsville, Alabama

**AGREEMENT FOR TOWER ATTACHMENT AND
WIRELESS BROADBAND COMMUNICATION SERVICES
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND
TRAVELLER MULTIMEDIA NETWORK LLC**

This Agreement for Tower Attachment and Wireless Broadband Communication Services ("Agreement") is executed this 23rd day of February, 2012, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama, hereinafter referred to as "City" and Traveller Multimedia Network LLC, located at 2104 West Ferry, Huntsville, Alabama 35801, hereinafter referred to as "Traveller".

WHEREAS, City desires to lease to Traveller certain tower space upon City's four hundred foot (400') Andrews self-supporting tower "City's Tower", located on City's property, as shown in Exhibit(s) "A" and "A-1" attached hereto and identified as "Lessor's Property", upon which Traveller intends to mount certain of Traveller's antennae as described herein, and

WHEREAS, Traveller desires to lease from City certain space on City's Tower and in consideration therefore desires to provide City with wireless broadband communication network and services as described herein and permit City to purchase certain equipment at Traveller's actual cost to effectuate such system; and

WHEREAS, City has determined that it does not need all of the available space on its Tower and within it Equipment Room located adjacent thereto collectively, "City's Site" for public or municipal purposes; and

WHEREAS, in consideration for leasing such space to Traveller, Traveller shall provide City with wireless broadband network services at no cost or charge to City except as later identified herein, and

WHEREAS, City has determined that entering into said Agreement will benefit the public and City by saving money otherwise paid for such wireless network coverage, and, thereby offsetting the costs associated with said Tower.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Traveller agree as follows:

President of the City Council
Huntsville, Alabama

Date: February 23, 2012

1. Tower Attachment; Use by Traveller.

A. Tower Attachment; License for Ingress and Egress. Subject to the terms and conditions of this Agreement, City hereby grants permission to Traveller to use, in accordance with paragraph 1B herein, space located at a point beginning 110 feet from the base of the City's 400 foot Andrews self-supporting tower located on Monte Sano and extending vertically to a point ending at 200 feet from the base of said tower ("Traveller's Designated Tower Space"). City, in its sole discretion, may allow Traveller additional space on said tower. In addition, City shall permit Traveller to house equipment described on Exhibit "C" inside the City's equipment room located at the base of said tower with the area of space within the equipment room reserved for Traveller's use limited to 2'w x 2'l x 6'h, (along with Traveller's Designated Tower Space" collectively referred to as, "Traveller's Designated Space") together with a license for ingress and egress, which shall be irrevocable during the Term of this Agreement, as that term is hereinafter defined in Paragraph 5, over the real property shown in Exhibit "B" attached hereto ("License"). "Traveller's Designated Space" shall remain fixed throughout the Term of this Agreement. All other space on City's Site shall be for the sole and exclusive use of City and its assigns.

B. Traveller's Use. Subject to the terms and conditions set forth in this Agreement, City hereby grants permission to Traveller to install, operate, maintain and remove, at Traveller's sole expense and risk, the wireless communications and equipment and appurtenances described in Exhibit "C" attached hereto (collectively, "Traveller's Equipment") and to conduct the wireless broadband communications operations in accordance with this Agreement, at Traveller's sole expense and risk, upon Traveller's Designated Space (collectively, "Traveller's Use"). Traveller's Equipment identified in Exhibit "C" shall be used to provide City with wireless broadband services as described in this Agreement.

Prior to the installation of new Equipment identified in Exhibit "C", Traveller shall submit detailed plans and specifications ("Site Plan") to City for its review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. City shall give any comments to Traveller within ten (10) working days of receipt of the plans and specifications. Traveller shall ensure that the plans and specifications are consistent with the terms and conditions of this Paragraph 1 and will not cause interference with City's Use, as that term is hereinafter defined in Paragraph 1C, of its Site. Traveller must have an interference study performed and certified at Traveller's expense by an expert selected by Traveller and approved by the City. Traveller shall not be permitted to locate any equipment in its Designated Space if such study concludes that the proposed equipment and and/or operations will interfere with City's Use as defined in

Section 1 C. Traveller also agrees that if any interference study performed by any party already leasing space on City's Tower on or before execution of this Agreement by the last party to sign it concludes that Traveller's equipment and/or communications operations shall interfere with said party's equipment and/or communications operations that Traveller shall not install any of equipment on its Designated Space or if such equipment has already been installed that Traveller shall immediately remove same at its sole expense. If Traveller installs new equipment, at Traveller's expense, a stress test will be performed by a certified engineer selected by City to ensure and certify that Traveller's Equipment does not exceed the maximum load limitations established by the certified engineer.

If Traveller desires to change, improve, modify, expand or otherwise alter its Equipment or Operations City shall have the sole discretion of allowing said alterations and if allowed, City may charge Traveller fees to be determined by City. City may elect to have studies of any proposed modifications performed and certified at Traveller's expense by experts selected by Traveller and approved by City. City shall have sole discretion as to whether to permit Traveller to change, modify, expand or otherwise alter its equipment or operations.

Traveller may use its equipment located on the Designated Space to provide wireless broadband service to third parties as long as such service does not interfere with or impair the quality of wireless broadband service provided to City and such service does not interfere with City's Use as defined in Section 1C. Traveller shall operate all equipment located on the Designated Space under the authority of the Federal Communications System in the licensed exempt band having frequencies of operations in the 900 Mhz, 2.4 Ghz, 5.275 GHZ to 5.825 GHZ, 24.25-24.45Ghz, 25.05-25.25 Ghz, 57-64 Ghz and 80 Ghz and in the licensed band 3.65 Ghz spectrums.

C.City's Use. Except for Traveller's Designated Space, City shall have the exclusive use of its land, tower, equipment, buildings, and structures for the purposes associated with its communications operations which may include permitting, leasing, licensing or otherwise allowing others to use City's Site for communication reception and transmission and appurtenances to the building and equipment (collectively, "City's Use"). "City's Use" includes any and all equipment located on the Tower (as well as any and all equipment located in the equipment room at the base of said Tower) on or before the Effective Date of this Agreement and/or all communications operations of third parties using said Tower on or before the Effective Date of this Agreement.

2. Non-interference.

A.By City. City shall not enter into agreements which grant other persons or entities a lease, license or other right of use of the Tower ("Proposed Occupant") for the installation of wireless communications equipment including, but not limited to, antennae,

communications dishes or satellite dishes ("Wireless Communications Activities") which shall interfere with Traveller's Equipment, as that term is established in Exhibit "C" hereto, and Traveller's Operations as permitted pursuant to this Agreement. City shall provide Traveller notice of any such Proposed Occupant of the Tower whose use will or may involve Wireless Communications Activities so that Traveller may conduct, at its sole cost and expense, an interference analysis of the proposed Wireless Communications Activities. City agrees that any Proposed Occupant on the Tower will be required to perform an interference analysis to determine if the proposed Wireless Communications Activities interfere with any existing occupant of the Tower and to require the Proposed Occupant to cure such interference before being permitted to locate on the Tower. Traveller agrees to act reasonably and in good faith to assist in resolving any such interference.

In the event City permits Traveller to install additional equipment or alter its existing equipment or Operations and to the extent such additions or alterations are subsequent to the installation of Wireless Communications Activities of City or its lessees, licensees, permittees or those otherwise having a right of use of the Tower, then Traveller shall be subject to Paragraph 2B herein.

B. By Traveller. Traveller agrees not to interfere in any way with City's Use of its Site and/or use of City's equipment identified in Exhibit D attached hereto and to install communications equipment of types and frequencies which would not cause interference to the equipment or operations of City or other lessees, permittees, or licensees of City, or those otherwise having a right of use of the Tower. Further, the communications equipment installed by Traveller may only operate in the 900 Mhz, 2.4 Ghz, 5.275 GHZ to 5.825 GHZ, GHZ, 24.25-24.45Ghz, 25.05-25.25 Ghz, 57-64 Ghz and 80 Ghz unlicensed frequency spectrums and 3.65 Ghz in the licensed frequency spectrums. Interference includes, but is not limited to, radio frequency interference. In the event that City believes that an installation or activity of Traveller is causing interference to City's Use of its Site, or City's use of equipment identified in Exhibit "D" attached hereto, City shall give oral notice of the interference (to be followed within 24 hours by written notice) to Traveller. Traveller shall immediately dispatch an authorized representative to inspect and test Traveller's operation and equipment at Traveller's sole cost and expense. City may perform, or cause to be performed, at City's sole cost and expense, a technical evaluation to determine the cause of the interference. City shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical service to Traveller's equipment. If, after considering the results of Traveller's inspection and tests or any technical evaluation performed by City, City determines that Traveller is, in fact, causing interference to City's Use of its Site and/or City's equipment, City shall give oral notice to Traveller of City's determination (to be followed in 24 hours by written notice) and Traveller shall reimburse City for the cost of the technical evaluation performed by or an

behalf of City to determine the cause of the interference and Traveller shall immediately take all steps necessary to correct and eliminate the interference at its sole cost and expense.

If Traveller fails to cease its interference with City's Use within forty-eight (48) hours of the first notice of interference from City, and if, in City's sole judgment and discretion, the interference has any negative impact on City's Use, Traveller agrees to then immediately cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference); provided, however, that City may require Traveller to cease and discontinue its operations immediately upon notification to Traveller by City should City, in its sole discretion and judgment, determine that Traveller's interference has an impermissible impact on City's communications operations which might affect the health, safety, or welfare of the public. In the event Traveller fails to cease using the interfering equipment, this Agreement shall be immediately terminated without further obligation on either part except for Traveller's obligation to pay City any costs, damages or other obligations imposed upon Traveller under the terms of this Agreement at the time of such termination, and City shall have the right to take any steps it deems necessary to cause the interference to cease.

Upon notification by Traveller that it cannot eliminate the interference after using its best efforts to do so, this Agreement shall immediately be terminated.

3. Condition of Site. Traveller agrees to take the Site, including any and all improvements thereon and appurtenances thereto and equipment thereon, in strictly "AS IS" condition. Traveller hereby acknowledges that City shall have no responsibility for the Site's condition or for damages suffered by Traveller or any other person due to such condition. City shall ensure that all operations conducted by City in connection with the Site including the tower lighting systems meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the city, county and state concerned. City shall maintain its lighting systems, tower antenna, tower structure, transmission lines, equipment and building in a proper operating and safe condition. Traveller hereby agrees to cooperate with City to the degree necessary to allow City to maintain its Site. The cost of painting and repairing City's Tower shall be borne by City unless the damage to the Tower is caused by Traveller, in which case Traveller shall repair such damage or, at its option, Traveller may reimburse City for its costs and expenses incurred in such repair. Traveller shall keep its equipment, structures and appurtenances in good order and repair and in a safe condition.

4. Installation, Access, Security and Inspection.

A. Installation. Traveller shall have access to its Designated Space on City's Site beginning on the Commencement Date of this Agreement. Traveller shall install its Equipment and Operations according to the Site Plan submitted to and approved by City in accordance with Paragraph 1B herein. City shall obtain all applicable permits following approval of the Site Plan and prior to installation. Traveller shall pay all costs and assume all risks related to the installation of its Equipment and Operations. Traveller shall give City not less than three (3) days written notice of the date on which it intends to begin installation. City reserves the right to have a representative present during installation to ensure compliance with applicable regulations and the terms of this Agreement. City's designated representative may require Traveller to cease installation of Traveller's Equipment if in the reasonable opinion of City's designated representative any hazardous condition or unsafe practice arises or is being followed by Traveller, Traveller's agents, employees or contractors. Traveller acknowledges that the installation of Traveller's Equipment shall be subordinate to any maintenance, repairs or improvements made by City in an emergency context, and that Traveller will be notified if such case of emergency arises

B. Access by Traveller. City shall provide Traveller with access to the Leased Site, as well as access to all of City's facilities and offices where City has elected to receive wireless transmissions from Traveller's equipment located upon the Leased Site, and appropriate routing equipment 24 hours a day, 7 days a week in order to permit Traveller to repair and maintain all equipment. Traveller's authorized representative shall have access to City's Site only under the terms and conditions set forth in this Paragraph 4B. Traveller shall notify City at least twelve (12) hours in advance or as otherwise required by City before commencing any non-emergency maintenance on Traveller's Equipment which requires access to City's Site. Should Traveller require immediate access to the Site for emergency repairs, Traveller shall notify City prior to entry. At City's discretion, all installation, repair, maintenance, or other activities of Traveller requiring access to the Site shall be performed in the presence, and may be subject to the direct inspection of, a designated employee or agent of the City. The inability of City's inspector to be present shall not be a cause to delay Traveller's activities on the Site. Such representative of City shall have the authority to direct any employee, contractor or agent of Traveller who is working on the Site to cease any activity when such direction is necessary to protect City's Use and Site. Traveller agrees to perform all work in a good and workmanlike manner, and to control its agents, contractors, and employees in such a manner as to not create a nuisance, interfere with, annoy or disturb City in its Use of the Site or the operations of the Burritt Museum and Park located adjacent to City's Site.

Each party shall provide the other party with updated lists of its representatives which it deems authorized to enter the facility as the responsible on site party. Traveller shall submit its list to technicians and supervisors.

City may, at City's option, provide access to the Leased Site by permitting authorized representatives of Traveller to sign out entry keys in order to gain access to restricted areas from City's offices located at 300 Madison Street, Huntsville, Alabama.

C.Site Security. Traveller agrees to take at Traveller's own expense all measures and precautions necessary to render Traveller's Equipment inaccessible to unauthorized persons. City shall have no obligation to insure or safeguard Traveller's Equipment except that City agrees that it will use its reasonably best efforts to prevent unauthorized persons from gaining access to City's Site.

D.Inspection. City reserves the right to inspect each installation of Traveller's Equipment and to subsequently make periodic inspection of said Equipment. City's inspections or the failure of City to make such inspections shall not relieve Traveller of any responsibility or obligation imposed upon Traveller by this Agreement.

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of March, 2012 ("Commencement Date") and expiring on the 28th day of February, 2017 unless terminated by either party in accordance with Section 11 of this Agreement ("Term"). Upon the expiration of this Agreement, City shall have no obligation to renew this Agreement.

6. Consideration: Wireless Broadband Service to City.

A.Traveller to Provide Wireless Broadband Services To City.

Traveller shall provide City with continuous wireless broadband services, consisting of a minimum bandwidth of 1.5 megabytes from said tower to each City facility/location requested by City. Said services shall be provided with no fees charged to City. The connectivity value of service to the locations requested by City shall not exceed Seventy thousand Dollars (\$70,000.00) per year, based on rates charged by Traveller at the time of execution of this Agreement. In the event it is necessary to erect one or more relay towers to effectuate 100% coverage to City locations, then City shall bear all costs associated with establishing and maintaining any and all such relay towers; however, it shall be in the City's sole discretion as to whether it will erect any relay tower. Any relay tower erected by City shall be for the exclusive use and benefit of City unless City elects, in its sole discretion, to lease or license space thereon to Traveller and/or any third party. Traveller shall be solely responsible for any and all costs, including but not limited to radio engineering costs and site development costs, necessary to effectuate 100% wireless broadband coverage for City as required herein; however, City shall be responsible to pay Traveller, at Traveller's cost, for acquisition of all premise equipment located at each City site/facility. The wireless service to be provided by Traveller shall be toll quality Internet and data services. Traveller may be requested to provide wireless broadband services as described herein to any new and/or different City facility and shall do so at no cost to City (except for

reimbursement at Traveller's cost of any premise equipment and reasonable hourly rate for technician services) unless the add on service restricts Traveller's ability to continue its operations in which case any new and/or different sites will be added upon mutual agreement of the parties.

B. Fiber Connectivity. City will be responsible for installing fiber connectivity from Traveller's location at 2104 West Ferry, Huntsville, Alabama 35801 to City's Information Technology Services location at 300 Madison Street, Huntsville, Alabama, and access from the Burritt tower to Traveller thru the City's Information Technology Services Alvarion BreezeAccess VL: At City's request, Traveller shall purchase equipment identified in Exhibit "D" attached hereto, in quantities determined by City, for each City facility and/or office as designated by City. City shall reimburse Traveller at Traveller's cost for said equipment but in no event shall the cost for equipment exceed the actual cost to Traveller of said equipment. All labor costs for installation of such equipment at each City site shall be borne solely by City except for any costs for software configuration. All costs pertaining to software configuration, including but not limited to labor costs for software configuration, shall be borne solely by Traveller. Traveller shall ensure that all subscriber units purchased for City are compatible and operational with the equipment to be located on the Leased Premises and identified on Exhibit "C" attached hereto. All equipment located at each base station and subscriber station shall be the sole property of City and title to said equipment shall pass upon acceptance of the equipment by City.

All necessary cabling, pole mounts and/or wall mounts for each subscriber station shall be provided to City by Traveller and City shall reimburse Traveller for same at Traveller's cost. Traveller shall purchase the brand/model number in quantities determined by City. City may direct Traveller to purchase additional subscriber units at any time during the term of this Agreement and reimburse Traveller at cost. Any additional equipment which City deems necessary to render its subscriber stations operational including any relay tower/antenna needed to provide 100% wireless coverage to all City locations (excluding any equipment which Traveller locates upon the Leased Premises pursuant to this Agreement) shall be provided by Traveller upon request and City shall reimburse Traveller at cost for such equipment.

C. Response Time; Technical Support. Traveller shall provide a two hour maximum response time in the event City reports any technical difficulty to Traveller regarding said wireless infrastructure or interference which City in its sole discretion deems excessive. Traveller shall provide City with telephone number, cellular telephone numbers, and email addresses of Traveller's personnel designated to provide the necessary response in the event of any technical problems. Traveller shall provide City with sufficient technical support to provide the level of service described in Sections 6 D and E of this Agreement at no cost to City.

D. Service Coverage & Reliability. Traveller hereby warrants and guarantees to City that the wireless network provided to City pursuant to this Agreement shall operate 24 hours a day, seven days a week, including holidays and have a 99.999% service reliability factor and provide 100% coverage to all City locations within coverage range. However, Traveller is not required to erect any additional tower and/or relay tower which may be necessary to effectuate 100% coverage to City locations within coverage range. Any additional tower shall be the responsibility of City if it elects to erect any additional tower, including any relay tower. The wireless service to be provided by Traveller shall be toll quality Internet and data services and consist of a minimum bandwidth of 20 megabytes.

E. Manufacturer's Warranty. Traveller shall assign to City the one year manufacturer's warranty for all equipment provided pursuant to this Agreement. Traveller will obtain and subsequently assign any extended warranty to City in the event such warranties become available from the manufacturer and City elects to purchase the extended warranty. In the event City notifies Traveller of its desire to obtain an extended warranty then Traveller shall purchase same and assign such extended warranty to City. City shall reimburse Traveller at cost for any warranties.

7. Environmental. Traveller hereby covenants that it shall bring onto the Site no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards"). For purpose of this Agreement, the term "hazardous substance" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulations promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto. Traveller agrees to indemnify, save and hold harmless City, its successors and assigns and their respective present and future officials, officers, employees and agents (collectively, the "Indemnitees") from and against any liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, cost and expenses incidental thereto (including but not limited to the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees), which City or all or any of the Indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (A) any government action, order, directive, administrative proceeding or ruling; (B) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (C) cleanup, remediation, investigation or monitoring of any pollution or

contamination of or adverse effects on human health of the environment; or (D) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Site but only to the extent that any such existence is caused by the activities of Traveller and/or Traveller's officers, directors, employees, agents, invitees, contractors, sublessees or assignees. This provision shall survive the termination or expiration of this Agreement.

8. Taxes. Traveller acknowledges that City is a tax-exempt governmental entity. In the event that any taxes or any in lieu of tax payments due from City are levied or increase solely as a result of the presence of Traveller's Equipment on the Site, Traveller shall reimburse City for the levy or increase within thirty (30) days of receipt by Traveller of a statement from City for the taxes or payments in lieu of taxes. At the request of Traveller, City shall provide a written explanation of the reason City believes the increase is attributable to the presence of Traveller's Equipment on the Site. Traveller shall pay any taxes levied on Traveller's personal property even though it may be attached or affixed to the Property or Tower.

9. Personal Property. Traveller's equipment located on the Leased Premises shall remain Traveller's personal property even though it may be attached or affixed to City's Property or Tower. Upon the expiration or termination of this Agreement, Traveller may, subject to the provisions of Paragraph 4B and 12 of this Agreement, enter onto City's Site and remove all such personal property, including any of Traveller's fixtures of any sort. This provision shall apply during the Term of this Agreement.

10. Permits. Traveller shall, at its sole cost and expense, obtain all federal, state, county, and other permits and governmental authorizations required in order to install, operate, or otherwise implement its intended Use. Traveller's obligation to perform under the terms of this Agreement shall be subject and conditioned upon Traveller's obtaining said approval. Traveller shall provide City with copies of all permits and governmental authorizations, and no installations or other work will be performed or use made of the Site by Traveller until such permits, if required by law, are submitted to City. Upon request and at City's sole discretion, City will cooperate with Traveller in obtaining, at Traveller's expense, any licenses, permits, and other approvals required pursuant to this Paragraph 10. Traveller's inability to satisfy the conditions set forth in this Paragraph 10 shall relieve Traveller from any obligation to perform under this Agreement, and shall immediately cause this Agreement to be terminated.

11. Termination. Except as otherwise specified in this Agreement, this Agreement may be terminated, without any penalty or liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within twenty (20) days of receipt of written notice of default (without, however, prejudicing any other remedy which either party may pursue and without limiting any other rights available to the parties pursuant to other provisions hereof, including City's rights under Paragraph 2B of this Agreement to eliminate any interference caused by an installation or activity of Traveller); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default except as otherwise provided in other provisions of this Agreement, including City's rights under Paragraph 2B of this Agreement to eliminate any interference caused by an installation or activity of Traveller. City, in accordance with Paragraph 12 of this Agreement, shall have the right to re-enter Traveller's Designated Space and remove or require Traveller to remove at Traveller's sole expense and risk, Traveller's equipment from City's Site, without prejudice to any other remedy which City might be entitled to pursue, including but not limited to City's rights under Paragraph 2B of this Agreement to eliminate any interference caused by an installation or activity of Traveller;

(b) Upon 30 days' written notice by either party if either party is unable to obtain or maintain through no fault of its own any license, permit or other governmental approval necessary to Traveller's or City's Use;

(c) By Traveller for any reason or no reason at all upon one-hundred twenty (120) days advance written notice.

(d) By City for any reason or no reason at all upon one-hundred twenty (120) days advance written notice; or

(e) Upon one-hundred twenty (120) days' written notice by either party if either party is unable to occupy and utilize the Site due to an action of the FCC or any other governmental authority having jurisdiction over either party's Use of the Site.

12. Surrender at Termination or Expiration of Agreement.

Subject to paragraph 4B of this Agreement, Traveller shall within one-hundred twenty (120) days after the expiration or termination of this Agreement, surrender the Site, remove all of Traveller's property from the Site and return the Site to as good a condition as in the commencement of the Agreement, reasonable wear and tear excepted. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Traveller, which shall prevent the removal of Traveller's property from the Site within the one-hundred twenty (120) day period, Traveller shall be allowed an additional reasonable period of time to remove such property. In the event that Traveller fails to remove Traveller's property from the Site within the one-hundred twenty (120) days (or additional period allowed) after expiration or termination of the

Agreement, even if the property has been disconnected, Traveller shall pay to City a hold-over rental fee equal to \$100 per day together with such other special damages as may be thereby sustained by City. City shall have the right (but not the obligation) to re-enter Traveller's Designated Space and disconnect and remove Traveller's property from the Site. If City disconnects and removes Traveller's property, Traveller shall pay to City upon demand any expenses incurred by or on behalf of City for said disconnect, removal and storage, together with a twenty-five (25%) percent markup to cover the administrative expenses of City. If such property is not reclaimed by Traveller within forty-five (45) days, City has the right to sell the property and deduct therefrom any amounts due under this Agreement, returning the remainder to the Traveller.

13. Liability and Indemnity. City, its successors and assigns, and their respective present and future officials, officers, employees, and agents (collectively "City" for the purpose of this section) shall not be liable to Traveller or to any other person or entity for any loss, injury, death or damage (including but not limited to damage to person, property, profits, or income) regardless of the cause; provided, however, in the event City through its own negligence solely and proximately causes damage to the tangible personal property of Traveller located on City's Site, then, in such event, City shall be liable for the damage to said property to the extent that such liability does not exceed any statutory limitation on the recovery of damages against City. Specifically, but without limiting the generality of the foregoing, City shall have no liability, except as set forth herein, for any loss, injury, death or damage to Traveller (including but not limited to lost income and/or profits) or to any other person or entity for any reason whatsoever, including but not limited to loss, injury, death or damage caused in whole or part by City's lessees, permittees, licensees or those otherwise having a right of use of City's Site. In no event shall City, its successors and assigns, and their respective present and future officials, officers, employees and agents be liable to Traveller or any other person or entity for any loss, injury, death or damage, including but not limited to damage to person, property, profits or income, caused in whole or part by City's own negligence where such loss, injury, death or damage arise from, occur as a result of, or are attributable to an interruption to or interference with the communications operations and activities of Traveller. In no event shall City, its successors and assigns, and their respective present and future officers, employees and agents be liable to Traveller or any other person or entity for any loss, injury, death or damage, including but not limited to damage to person, property, profits or income, caused in whole or in part by City's termination of this Agreement.

Traveller agrees to indemnify, save and hold harmless City, its present and future officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all losses, expenses, costs (including but not limited to the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees), damages (direct, consequential or

otherwise), demands, claims, causes of action, suits, judgments, liabilities (including but not limited to liability under workers' compensation laws), fines or penalties (including but not limited to those imposed by the FAA or FCC or any federal, state or local agency which are attributable to the presence of Traveller's Equipment), occasioned by, growing out of, arising from or resulting in connection with any act or failure to act, if Traveller has affirmative duty under the law or under the terms of this Agreement to act, of Traveller, its officials, employees, agents, contractors, sublessees or assignees and/or from Traveller's use, Operations, Equipment or any other activities of Traveller associated with or pursuant to the terms of this Agreement. Traveller further agrees to defend, indemnify, save and hold harmless City, its present and future officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, losses, expenses, costs (including but not limited to the cost of defense, settlement, reasonable attorneys' fees) arising from any termination of this Agreement by either party and/or any removal of Traveller's equipment from any tower owned by City and/or arising from any termination or interference with Traveller's Operations.

14. Liability Insurance.

A. Liability Coverage. Traveller shall at all times during the Term of this Agreement and at Traveller's sole cost and expense maintain in force adequate insurance, as that term is hereinafter defined, to protect Traveller, its agents, officers, and employees and City, its agents, officers, officials and employees from all liability in connection with Traveller's use or occupancy of the Site, including but not limited to claims for public liability, personal injury, death and property damage. In no event shall the limits of the policy or policies be considered as limiting the liability of Traveller under this Agreement. Such insurance shall be primary and shall include: (i) Workers' Compensation insurance covering Traveller's employees; and (ii) Commercial General Liability Insurance with combined single limits of one million dollars (\$1,000,000) per occurrence, naming the City of Huntsville, Alabama, as an additional insured with respect to the installation, maintenance, operation or other liabilities associated with Traveller's activities conducted on any portion of City's Tower and Property, including but not limited to Traveller's Designated Space.

B. Verification of Coverage. The City shall be indicated as a Certificate Holder and the Traveller shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. Said certificates shall be forwarded to the Office of the City Attorney for the City of Huntsville, P. O. Box 308, 308 Fountain Circle, Huntsville, AL 35804, upon renewal and upon a change in coverage, including but not limited to a change in limit or company. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by City before the installation of any equipment or structure. City reserves the right to require complete, certified copies of all required insurance policies at any time.

15. Notices. All notices or demands by or from City to Traveller, or Traveller to City, shall be in writing and shall be deemed sufficiently given or made if sent by certified mail in a sealed envelope, postage prepaid. Such notices or demands shall be mailed to the other party at the following address:

City: Wes Smith, Telecommunications Manager
300 Madison Street
Huntsville, Alabama 35801
(256) 427-6720

Traveller: Tim Erwin
Traveller Multimedia Network LLC.
2104 West Ferry Way
Huntsville, Alabama 35801
(256) 704-4361

Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States mail. City or Traveller may from time to time designate any other address for this purpose by written notice to the other party.

16. Destruction of Premises. If the Property or the Tower are destroyed or damaged so as to hinder the effective use of the Tower in either party's judgment, either party may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the other party. In such event, all right and obligations of either party under the terms of this Agreement shall cease as of the date of the damage or destruction.

17. Assignment and Subletting. Traveller agrees that it shall not assign or transfer this Agreement, or any estate, interest or benefit therein, or sublet its Designated Space or part or parts thereof, including but not limited to its equipment or structures, or permit the use of the same or any part thereof, unless the written consent of City be first obtained thereto. Additionally, Traveller may, upon notice to City, grant a consensual lien to secure financing in the Traveller's Equipment and improvements thereto, and may assign any leasehold interest of Traveller pursuant to this Agreement and in Traveller's Equipment and improvements thereto to any such holders of security interests including their successors and assigns (hereinafter collectively referred to as "Holders"). In such event, City shall execute such consent to financing as may reasonably be required by Holders. City agrees to notify Traveller and Traveller's Holders

simultaneously of any default by Traveller and to give Holders the same right to cure any default as Traveller. Consent by City to any assignment or transfer of interest under this Agreement, or subletting of Traveller's Designated Space shall not constitute a release, waiver, or consent to any other assignment or parts thereof. Any sublease or assignment of the leasehold interest created herein that is entered into by Traveller shall be subject to the provisions of the Agreement. Traveller shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and shall not be released from the performance of the terms and conditions hereof. Any action or omission of a sublessee or assignee which violates any provision or condition of this Agreement is deemed an action or omission of Traveller. City may assign its rights under this Agreement to any other person or entity, subject to the assignee assuming all of City's obligations herein. If City assigns this Agreement to a third party, City shall have no further obligation, liability or responsibility to Traveller under this Agreement after such an assignment.

18. Successors and Assigns. All of the terms, covenants, rights, liabilities, obligations, and conditions of this Agreement apply to and are binding upon the respective heirs, executors, administrators, successors and assigns of the parties.

19. Liens. Except as otherwise provided in Paragraph 18 of this Agreement, Traveller shall not permit any mechanics' materialman's or other liens to stand against the Site and/or any City facility for any labor or material furnished to Traveller in connection with work of any character performed on the Site or any City facility by or at the direction of Traveller. In the event that any notice of lien shall be filed or given, Traveller shall, without delay, cause the same to be released or discharged and City shall be completely indemnified by Traveller from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by City on account of the filing of such a claim.

20. Title and Quiet Enjoyment. City warrants that City has full right and authority to execute this Agreement and that Traveller shall have quiet and peaceable possession of the leased premises during the Term hereof unless either party terminates the Agreement.

21. Compliance with Laws. Traveller's Equipment and improvements thereto, and its Operations and alterations thereof shall be:

(a) erected and maintained in accordance with the requirements and specifications of the latest revisions of the National Electric Safety Code as it may be amended from time to time and in compliance with any rules or orders now in effect or may hereinafter be issued by City or any other authority having jurisdiction over installation on the Property or Tower;

(b) Traveller shall at all times and at Traveller's expense ensure that the installation, maintenance and operations of the Equipment comply with all applicable federal, state and local laws, ordinances and regulations including without limitation the Federal Communications Commission, Federal Aviation Administration and local building and fire codes;

(c) Traveller shall not use the Site for any illegal purpose or violate any statute, regulation, rule, or order of any government body nor create or allow to exist any nuisances or trespass nor do any act in or about the Tower or bring anything onto or into the Site which will in any way increase the rate of insurance on the Site nor deface or damage the Site or overload structural components of the Tower.

The temporary interruption in power provided to the Equipment caused by acts of nature or other acts beyond City's control shall not render City liable in any respect for any damage to person, property or income, nor relieve Traveller from any fulfillment of any covenant, obligation, or provision of this Agreement. If any of the Equipment fails because of a loss of electrical power, City shall use reasonable diligence to restore electrical power promptly, but Traveller shall have no claim against it for damages on account of any interruption in the electrical service occasioned by acts of nature or acts beyond City's control. Traveller shall have nonexclusive use of filtered power and back up generator located at tower location if same is available at the time of interruption of regular electrical power.

23. E-VERIFY. The City has adopted an Ordinance that requires certain contractors of the City to comply with certain requirements regarding the hire of unauthorized aliens under Federal law. Contractor must complete and submit the Contractor E-Verify Certification found in Exhibit E prior to Award Notification upon request of the City, and comply with the requirements described therein.

24. INDEPENDENT CONTRACTOR. In the performance of this work, it is understood between the parties that Traveller, its employees, agents, subcontractors and consultants, if any, shall be acting as independent Contractors and not as employees or agents of the City of Huntsville. Traveller shall have no authority or power to obligate the City to any indebtedness or other obligation nor shall Traveller or its employees, agents, subcontractors and consultants have any right or power to hold themselves out as employees or agents of the City.

Traveller is retained or engaged by the City only for the purposes and to the extent set forth in this Agreement. Traveller's relationship to City will, during the period or periods of this Agreement, be that of an independent Contractor; and, as such, Traveller will be free to dispose of such portion of its time, energy and skill when Traveller is not obligated under this Agreement in such

a manner as Traveller sees fit. This Agreement will not establish a joint venture, agency or partnership between Traveller and the City. In the performance of the services required herein, Traveller shall exercise a high level of independent skill, professionalism and judgment and shall retain sole and absolute discretion in the means and methods for carrying out the responsibilities contained herein.

Traveller shall not be considered under this Agreement or otherwise or in any way as having the status of employee or being entitled to participate in any plans, schemes, arrangements, retirement contributions or other benefits ordinarily provided by the City to its employees. As an independent Contractor, Traveller shall be responsible for providing for and paying all of its own Federal, State or Local tax obligations, withholdings, licenses, permits and insurance requirements. The City shall have no responsibility for making any payments for Traveller for any minimum or overtime wages under the Fair Labor Standards Act or any amounts owed by or on behalf of Traveller under the Federal Insurance Contribution Act, "Federal Unemployment Tax Act, the Federal or State Revenue Codes, State Workers' Compensation Statutes, or State Unemployment insurance laws and regulations.

25. STATE OF ALABAMA E-VERIFY. In accordance with State of Alabama requirements, Exhibits F (Notarized E-Verify Notice) and F-1 (Memorandum of Understanding) are attached hereto.

26. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of City and Traveller, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by City and Traveller.

(c) If Traveller is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) Any and all disputes arising out of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. All actions related to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of Alabama. Traveller submits to the jurisdiction of the courts of Alabama located in Madison County, Alabama.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect; provided, however, that if the void or invalid provision goes to the heart of this Agreement, this Agreement shall be deemed to be terminated.

(f) Failure or delay on the part of either party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(g) Traveller shall not record this Agreement without the written consent of the City.

(h) The paragraph captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

IN WITNESS WHEREOF, the City and Traveller have executed this Agreement for Tower Attachment and Wireless Broadband Communication Services as of the date and year first above written.

**THE CITY OF HUNTSVILLE, ALABAMA,
A Municipal Corporation**

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Charles E. Hagood
Clerk-Treasurer

TRAVELLER MULTIMEDIA NETWORK, LLC.

By: _____
Title: President

WITNESS:

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, **TOMMY BATTLE** and **CHARLES E. HAGOOD**, whose names are signed to the foregoing Agreement for Tower Attachment and Wireless Broadband Communication Services respectively as Mayor and Clerk-Treasurer of the City of Huntsville, and who are known to me, and each acknowledged before me that they, as such officers and with full authority, voluntarily signed the same as and for the act of THE CITY OF HUNTSVILLE, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal this the ____ day of ____ 2012.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, Timothy Cremin, whose name is signed to the foregoing Agreement for Tower Attachment and Wireless Broadband Communication Services as President of Traveller Multimedia Network LLC and who is known to me, and he/she acknowledged before me that he/she, as such officer and with full authority, voluntarily signed the same as and for the act of Traveller Multimedia Network LLC on the day the same bears date.

GIVEN under my hand and official seal this the 9th day of February, 2012.

Elizabeth Hughes

Notary Public

My Commission Expires: August 3, 2014

EXHIBIT "A"
LESSOR'S PROPERTY

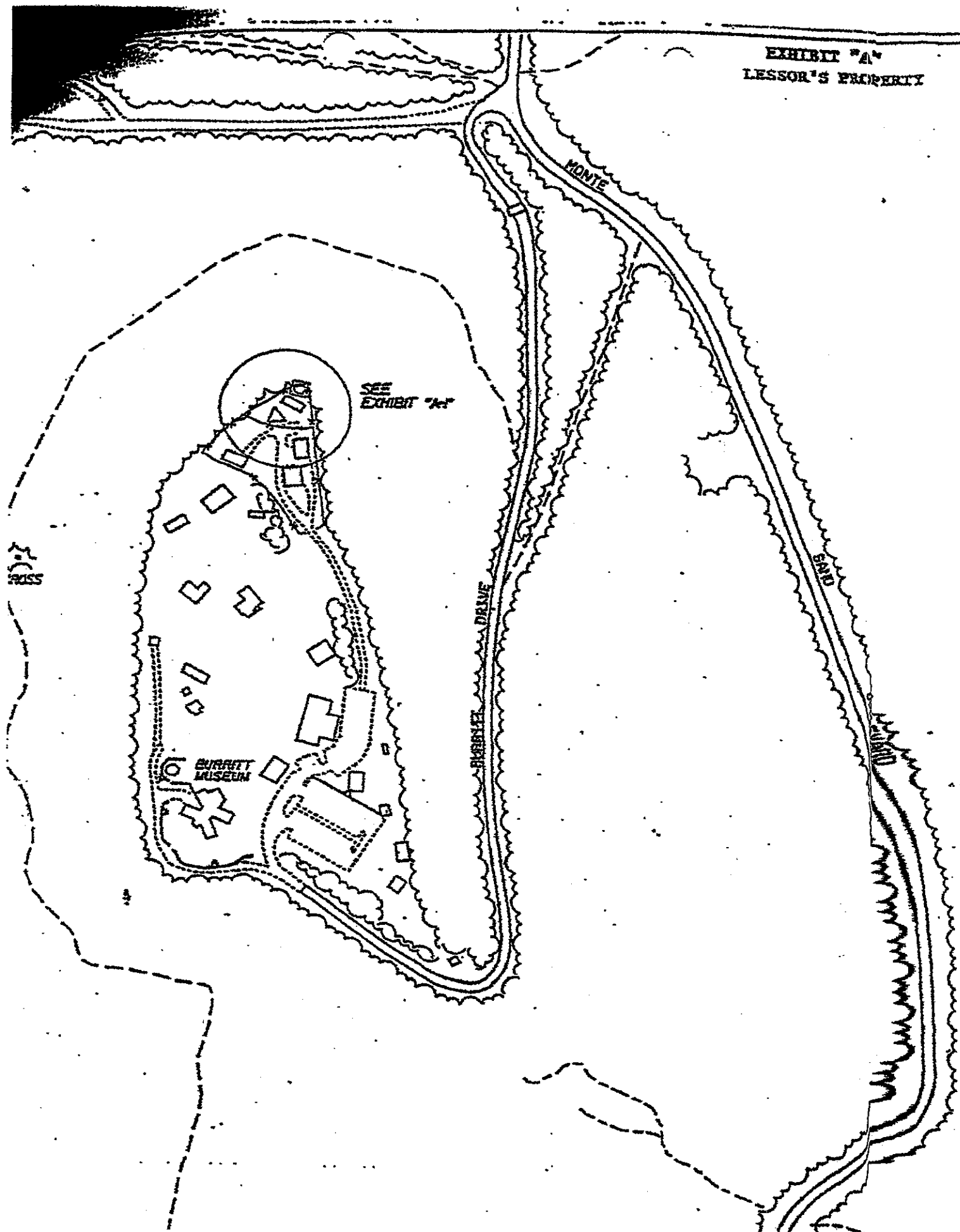
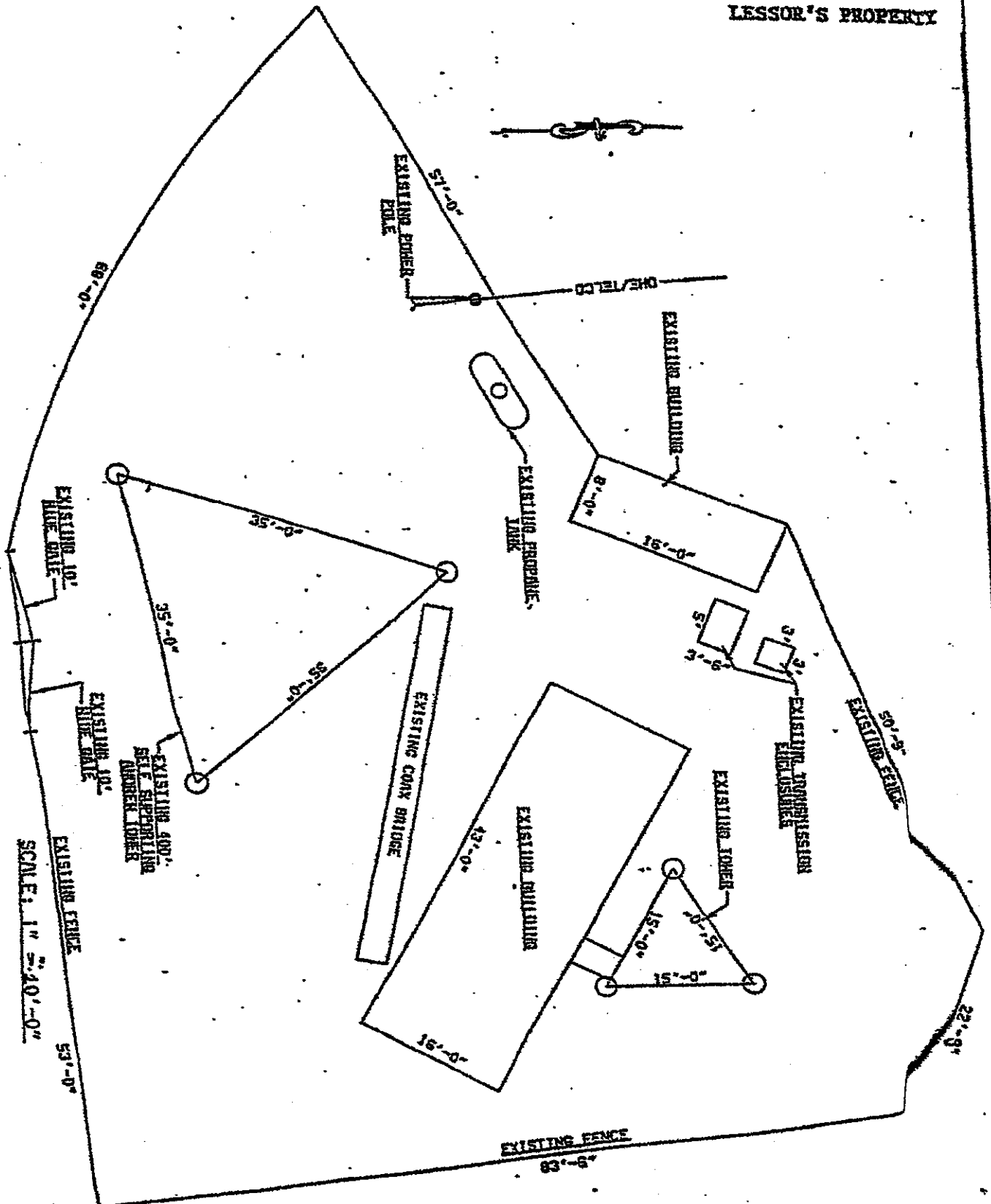


EXHIBIT "A-1"
LESSOR'S PROPERTY



LICENSE

EXHIBIT

B

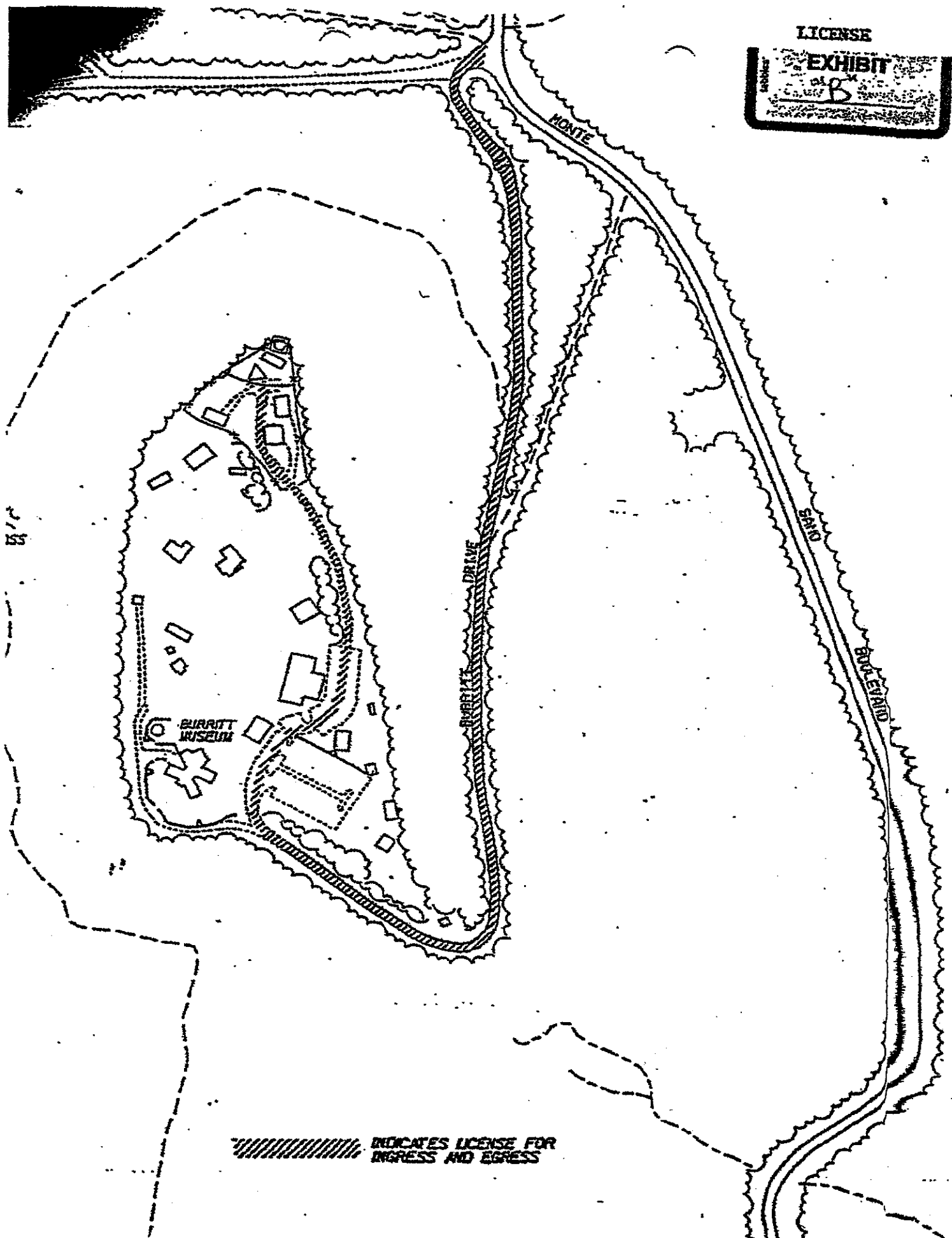


EXHIBIT C

FREQUENCY	N/A	800Mhz.	800Mhz	800Mhz	800Mhz	800Mhz	
NAME (dba)	Preamp	RX 800 Ant (for Preamp)	Spare 800 RX	800TX	800TX	800TX	
COMBINER	N/A	N/A	N/A	N/A	N/A	N/A	Open Cable
CABLE	7/8"	1/2	N/A	1 5/8'	1 1/2'	1 1/4'	7/8"
LOCATION	W Leg	S Leg	W Leg	S Leg	N Leg	N Leg	Preamp
HEIGHT	400'	400'	380'	370'	380'	380'	400'
CABLE COLOR	Yellow		N/A	Blue	Orange	Green	Orange/Yellow
ANT TYPE		SC481-SF1LD	PD161102	11' Fiberglass	Fiberglass	Fiberglass	No Ant
JUMPER		15'					Open Jumper

Cable

Weight

Mount

Web

Device/ANT Weight

FREQUENCY			5.275- 5.325 Ghz				5.792Ghz		5.732 - 5.842Ghz
NAME (dba)	ETV	ETV	Traveller	HsvCity Microwave	Open	Traveller	9'11 Canopy System	Traveller	Traveller
COMBINER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CABLE	RG6	RG6	LMR600	Flat Hardlin	½'	Cat5e	Cat5e	Cat5e	Cat5e
LOCATION	W Leg	E Leg	N Leg	W Leg	N Leg	N Leg	N Leg	W Leg	E Leg
HEIGHT	110'	110'	100'	90'	60'	100'	80'	200'	150'
CABLE COLOR			Red/Red	Orange/Green	Yellow/Yellow	Black	Red/Blue	Black	Black
JUMPER								50' LMR600	10' LMR600

Cable

Weight

Mount

Welsh

Device/ANT Weight

EXHIBIT "D"

CITY'S EQUIPMENT TO BE INSTALLED AT EACH CITY SITE

Alvarion Subscriber Unit

EXHIBIT E

CITY OF HUNTSVILLE, ALBAMA
CONTRACTOR E-VERIFY CERTIFICATION

The City of Huntsville, Alabama ("City") has adopted Ordinance No. 09-735 ("E-Verify Ordinance"), which requires that certain Contractors of the City comply with certain employment requirements. The ordinance appears on the following pages.

Pursuant to the E-Verify Ordinance, the undersigned ("Contractor") hereby acknowledges:

1. That it has obtained a copy of this certification that includes the E-Verify Ordinance; and
2. That it has read and understands the requirements of the E-Verify Ordinance, particularly Section 3 – Requirements and Section 4 – Enforcement Provisions that pertain to Contractor; and
3. That if Contractor elects to use an alternate comparable employment eligibility verification system to be used in lieu of E-Verify as defined in the E-Verify Ordinance, Contractor shall make a written request for approval of such system to the City's Finance Director through the Procurement Services Division; and
4. That if Contractor uses one or more subcontractors in connection with the performance of a contract as defined in the E-Verify Ordinance, Contractor shall include in all subcontracts valued at \$3,000 or more the requirement for compliance by the subcontractor with the E-Verify Ordinance, and that certification from a subcontractor shall be furnished by the Contractor to the City within three (3) working days from the date of execution the subcontract agreement; and
5. That failure to comply with the E-Verify Ordinance by Contractor or subcontractor shall be a material breach of its Contract with the City.
6. That it shall submit proof of enrollment in the E-Verify system or approved alternate system upon request of the City, prior to award of a contract.

Pursuant to the E-Verify Ordinance, the undersigned ("Contractor") hereby certifies:

1. That pursuant to 8 U.S.C. § 1324a, it shall be unlawful for Contractor to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment; and
2. That Contractor shall not knowingly employ or contract with an unauthorized alien in violation of 8 U.S.C. § 1324a.

TRAVeller Multimedia Network

Printed legal name of Contractor

Timothy G. ERWIN General Partner

Printed name of individual/corporate officer/general partner/joint venturer AND Title

[Signature]

Signature

2-9-2012

Date

E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included at the end of this notice.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

AFFIDAVITS:

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Gary E West (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Chief Operating Officer (state position) for Traveller Multimedia Network (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS
ENROLLED IN THE E-VERIFY PROGRAM)

G. L. J. Signature of Affiant

Sworn to and subscribed before me this 8th day of February, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Debbie Kage Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

820-4-1-.02ER Contents of Acceptable Affidavit Form For Administering Code of Alabama, Section 31-13-9 (c).

(1) This rule is intended to provide an acceptable form to be completed by subcontractors as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity.

(2) The form shall appear as follows:

FORM FOR SECTION 9 (c) BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (c)

AFFIDAVIT FOR SUBCONTRACTOR

(To be completed as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity)

State of Alabama
County of Madison

Before me, a notary public, personally

appeared Gary E West (print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as COO (state position) for Traveller Multimedia (state subcontractor name), said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project. (ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

[Signature] Signature of Affiant
Sworn and subscribed before me this 24th day of February, 2012.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, section 31-13-9 (c);
Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective:
December 12, 2011

**820-4-1-.03ER Contents of Acceptable Affidavit Form for
Administering Code of Alabama, Section 31-13-9 (d).**

(1) This rule is intended to set forth an acceptable form for a direct subcontractor to provide to a contractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity pursuant to Code of Alabama, section 31-13-9 (d).

(2) The form shall appear as follows:

FORM FOR SECTION 9 (d) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTION 31-13-9 (d)

AFFIDAVIT OF DIRECT SUBCONTRACTOR TO BE GIVEN TO CONTRACTOR

State of Alabama

County of Madison

Before me, a notary public, personally appeared Gary E. West (print name)
who, being duly sworn, says as follows:

I hereby attest that as COO (state position) for the direct
subcontractor Traveller Multimedia Network (state business
entity/employer/subcontractor name) for _____ (state
business entity/employer/contractor name) said direct subcontractor has not knowingly employed,

hired for employment, or continued to employ an unauthorized alien. I further attest that I have
verified each of the above-named direct subcontractor's employee's eligibility for employment. I
further attest that I have in good faith complied with Code of Alabama, Section 31-13-9 (c)*

[Signature] Signature of Affiant
Sworn to and subscribed before me this 24th day of February, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public

*Code of Alabama, Section 31-13-9 (c) provides: "No subcontractor on a project paid for by contract, grant, or incentive by the state [of Alabama], any political subdivision thereof, or any

state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."

Author: Jean Brown

Statutory Authority: Code of Alabama, section 31-13-9 (d);
Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011.



Company ID Number: 499609

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Traveller Multimedia Network, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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North American Industry Classification Systems Code:	518
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Victoria M Erwin	Fax Number:
Telephone Number:	(256) 704 - 4362	
E-mail Address:	v.erwin@travellercorp.com	

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Traveller Multimedia Network, LLC

Gary West

Name (Please Type or Print)

Title

Electronically Signed

02/03/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

02/03/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Traveller Multimedia Network, LLC
Company Facility Address:	2104 West Ferry Way SW
	Huntsville, AL 35801
Company Alternate Address:	
County or Parish:	MADISON
Employer Identification Number:	271602394